

Memorandum



Date: September 8, 2005

Agenda Item No. 18(A)(3)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Assignment of Additional North Terminal Development Contracts from American Airlines to the County

RECOMMENDATION

Pursuant to my report to the Board on July 7, 2005 (Agenda Item No. 14B1 and included herewith as Attachment 1), it is recommended that the Board ratify the assignment of the following North Terminal Development Program contracts from American Airlines to the County effective July 1, 2005:

<u>PROJECT NO.</u>	<u>CONTRACT</u>
732D	Construction Agreement by and between American Airlines and Marks Brothers, Inc. dated February 18, 2005
762B	Construction Agreement by and between American Airlines and Thyssen Krupp Airport Systems, Inc., dated September 12, 2002
776N6	Construction Agreement by and between American Airlines and Aventura Engineering & Construction dated March 11, 2005
776C/776H	Construction Agreement by and between American Airlines and Allied Contractors, Inc. dated June 13, 2005
913A	Consulting Agreement by and between American Airlines and Jones McMullen Engineering dated March 6, 2000
915A	Consulting Agreement by and between American Airlines and Nova Consulting dated November 17, 2000
737H-1	Construction Agreement by and between American Airlines and Juliana Enterprises D/B/A Power Pro dated May 2, 2005
746A	Construction Agreement by and between American Airlines and NKI, Inc. dated November 11, 2003
761A	Consulting Agreement by and between American Airlines and Zyscovich, Inc. dated November 11, 2002
778A1	Construction Agreement by and between American Airlines and Marconi, Inc. dated May 17, 2005

The contracts referenced above are on file with the Clerk of the Board. Additional information pertaining to these contracts is contained in Attachment 2.

BACKGROUND

On June 21, 2005, the Board approved the Fourth Amendment to the Lease, Construction and Financing Agreement between the County and American Airlines (American) that transferred the responsibility for the completion of the North Terminal Development (NTD) Program from American to the County. As part of the transfer of this responsibility, the County agreed to assume several design and construction contracts as depicted on Exhibit A of the Fourth Amendment agenda item. On July 7, 2005, I advised the Board that American inadvertently left several contracts off of Exhibit A. I further informed the Board that, as I received information on such contracts, I would determine if it was in the best interest of the County to accept an assignment of each contract. My July 7, 2005 report further advised that if I accepted assignment of any contract during the summer recess, I would bring the matter to the Board for its consideration as part of its Ratification Agenda in the fall. Please note that, at the July 7, 2005, meeting, the Board accepted my recommendation that I be able to accept the assumption of contracts from American when deemed appropriate and necessary.

After review with the Miami-Dade Aviation Department (MDAD), I believe that accepting assignment of these contracts is in the best interests of the County and the NTD Program. The first six of these contracts were originally presented to the Board in my July 7, 2005 memo. The other four were subsequently submitted by American to MDAD.

I have accepted these contracts on behalf of the County and recommend that the Board ratify this acceptance.



Deputy County Manager

Memorandum



Date: July 7, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 14(B)1

From: George M. Burgess
County Manager

A handwritten signature in dark ink, appearing to read "G. Burgess", written over the printed name of the County Manager.

Subject: County's assumption of certain North Terminal Development contracts held by American Airlines, Inc.

I would like to advise the Board that, with its concurrence, I intend to use the authority delegated to me to act on the Board's behalf during its summer recess, to accept assignment of certain construction and consulting agreements held by American Airlines, Inc. ("American") relating to the North Terminal Development Program. These contracts will then be brought to the Board for consideration as part of its Ratification Agenda in the fall.

The Board's approval of Agenda Item 8A1E, Fourth Amendment to Lease, Construction and Financing Agreement on June 21, 2005, provides for the County to assume many of the contracts currently held by American Airlines for the North Terminal Development (NTD). These contracts were identified in Exhibit A to the Fourth Amendment. As the attached June 30, 2005 letter from American to the Miami-Dade Aviation Department (MDAD) reflects, American recently requested that MDAD take assignment of certain additional contracts that American inadvertently left off of the list of contracts contained in Exhibit A. I intend to accept these assignments if, after review, I determine that it is in the County's best interests to do so.

American also advises in its letter that there may be other contracts held by American Airlines that it may also recommend for assignment to the County in the best interest of the North Terminal Development Program. As we receive information on such contracts, we will determine if accepting the assignment is in the best interest of the County and the NTD and proceed accordingly.

A handwritten signature in dark ink, appearing to read "G. Burgess", written over the printed name of the Assistant County Manager.
7/5/05

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 8, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 18(A)(3)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☒ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 18(A)(3)
09-08-05

RESOLUTION NO. _____

**RESOLUTION RELATING TO NORTH TERMINAL
DEVELOPMENT PROJECT AT MIAMI
INTERNATIONAL AIRPORT, RATIFYING THE
COUNTY MANAGER'S EXECUTION OF TEN
ASSIGNMENT AGREEMENTS FROM AMERICAN
AIRLINES, INC. AND AUTHORIZING COUNTY
MANAGER TO EXERCISE CANCELLATION
PROVISIONS THEREOF**

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, at the County Commission meeting of May 3, 2005 this Board authorized the County Manager to administer County business during the period of July 8, 2005 through August 22, 2005 [Agenda Item No. 12(A)(3)]; such action(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for approval at the County Commission meeting of September 8, 2005,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board ratifies the County Manager's execution of the ten assignment agreements from American Airlines, Inc., attached hereto and made a part hereof, and authorizes the County Manager to exercise the cancellation provisions thereof.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler
Carlos A. Gimenez
Barbara J. Jordan
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of September, 2005. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

RAP

Rafael A. Paz

American Airlines[®]

June 30, 2005

Mr. Felix Pereira, R.A.
Chief, North Terminal Development
Miami-Dade Aviation Department
P.O. Box 592075
Miami, Florida 33159

Re: Assignment of Additional North Terminal Development Contracts

Dear Felix:

The purpose of this correspondence is to request that the Miami-Dade Aviation Department take assignment of certain additional construction and consulting agreements related to the North Terminal Development Program, that were inadvertently left off of the list attached as Exhibit A to the Fourth Amendment to the Lease Construction and Financing Agreement. These additional contracts are shown on the list attached hereto.

Note that the BC Apron Project (MIA-732D) is on the attached list. Administrative Notice to Proceed was issued for this project on May 23, 2005. Construction Notice to Proceed is scheduled to be issued on July 23, 2005. The BC Apron project includes demolition of Concourse B, which is critical to the overall progress of the North Terminal Development Program. Therefore, we are hereby requesting your concurrence with issuance of construction Notice to Proceed, as scheduled, in anticipation of MDAD's acceptance of American's request to take assignment of the contracts included on the attached list.

Please note that there may be other American Airlines held contracts that we may request that MDAD take assignment of for the overall best interest of the North Terminal Development Program. We will advise you accordingly, in the near future.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,


Scott Windham
Managing Director

cc: Rafael Paz, CAO ✓
Paul Stein, TCT
Rick Waters, TCT

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Project No.	Contract
1 732D	Construction Agreement by and between American Airlines and Marks Brothers, Inc. dated February 18, 2005
2 762B	Construction Agreement by and between American Airlines and Thyssen Stearns, Inc. dated September 12, 2002
3 776N6	Construction Agreement by and between American Airlines and Aventura Engineering & Construction dated March 11, 2005
4 776H	Construction Agreement by and between American Airlines and Allied Contractors, Inc. dated June 13, 2005
5 913A	Consulting Agreement by and between American Airlines and Jones McMillen Engineering dated March 6, 2000
6 915A	Consulting Agreement by and between American Airlines and Nova Consulting dated November 17, 2000

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ATTACHMENT 2

CONTRACT NO.	PROJECT NAME	CONTRACTOR	TYPE OF CONTRACT	SCOPE OF WORK	CONTRACT VALUE	CONTRACT BALANCE	SCHEDULED CONTRACT COMPLETION DATE
732D	BC Apron	Marks Brothers, Inc.	Construction	Demolition of Concourse B, Concourse C and Bag Shed. Construction of utilities and aircraft apron pavement.	\$21,141,398	\$21,045,018	7/1/2008
762B	Passenger Loading Bridges	Thyssen Stearns, Inc.	Construction	Construction and installation of passenger loading bridges.	\$7,969,476	\$4,316,756	7/1/2006
776N6	Aircraft Maintenance Relocation	Aventura Engineering & Construction	Construction	Interior remodeling and relocation of tenant space.	\$154,293	\$1,884	4/23/2005
776C/776H	Decision One/Passenger Service Relocation	Allied Contractors, Inc.	Construction	Interior remodeling and relocation of tenant space.	\$228,502	\$228,502	9/23/2005
913A	Environmental Program Management	Jones McMillen Engineering	Professional Services	Professional Services to provide staff for environmental field oversight.	\$1,030,903	\$174,253	3/31/2006
915A	Environmental Consulting Services	Nova Consulting	Professional Services	Professional Services for preparation of site-specific dewatering plans.	\$181,077	\$24,423	3/31/2005
737H-1	West Admiral's Club PDS	Juliana Enterprises D/B/A Power Pro	Construction	Communications backbone cabling.	\$389,940	\$389,940	7/31/2005
746A	BC Finish-out Millwork	NKI, Inc.	Construction	Construction and installation of ticket counter and related millwork.	\$716,439	\$680,617	9/24/04
761A	Regional Commuter Facility	Zyscovich, Inc.	Professional Services	Professional Services for design of proposed commuter aircraft terminal.	\$3,479,235	\$1,429,941	1/2/2005
778A1	Marconi CCTV Programming	Marconi, Inc.	Construction	Programming of closed circuit television camera equipment.	\$24,200	\$24,200	9/18/05

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and MARKS BROTHERS, INC., hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the "Owner" and the "Contractor" have heretofore entered into Contract No. MIA-732D, Entitled BC APRON, At Miami International Airport, dated as of the 18th day of February, 2005, in the total sum of \$21,141,398.30, which said Contract, together with all Contract Documents relation thereto, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Contract Documents provide for the assignment of the Contract by the Owner to Miami Dade County, when so requested by Miami-Dade County (Article 19, Instructions to Bidders); and

WHEREAS, the County has requested the Owner to assign the Contract to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Contract No. MIA-732D, Entitled BC Apron, at Miami International Airport, dated as of the 18th day of February, 2005, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Contractor, accruing after June 30, 2005, under the same terms and conditions as contained in the Contract and all Contract Documents pertaining thereto.
3. The Contractor hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Contract with American Airlines, Inc. for the County.
4. The Contractor hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Contract and all Contract Documents pertaining thereto, accruing after June 30, 2005.

BC Apron Project
AA Project No. MIA 732D

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ADDENDUM NO. 4
BID FORM
00400

January 28, 2005
Page 1 of 2

WARNING: This record contains Sensitive Security Information (SSI) that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520. This document may also be exempt from disclosure and/or public access under one or more of the following: FSS 119.07; FSS 281.301; FSS 331.22. Unauthorized release may result in civil or criminal penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR (If Sole Proprietor or Partnership)

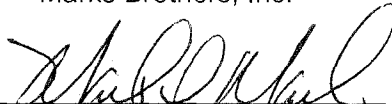
Contractor (if Corporation)

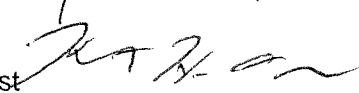
(Name)

BY: _____

Title: (Solo Proprietor or Partner)

Marks Brothers, Inc.


BY: 
Martin D. Marks, President

Attest: 
Secretary
VICE PRESIDENT

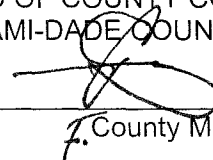
WITNESS AS TO ABOVE SIGNATURE:

(SEAL)

OWNER: American Airlines, Inc.

BY: 
Scott Windham, Managing Director

ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: 
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

ADDENDUM NO. 4

BID FORM
00400

January 28, 2005
Page 2 of 2

BC Apron Project
AA Project No. MIA 732D

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ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and THYSSEN KRUPP AIRPORT SYSTEMS, INC., hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the "Owner" and the "Contractor" have heretofore entered into Contract No. MIA-762B, Entitled Passenger Loading Bridges and Fixed Walkways, At Miami International Airport, dated as of the 17th day of September, 2002, in the total sum of \$7,721,366.00, which said Contract, together with all Contract Documents relation thereto, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Contract Documents provide for the assignment of the Contract by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Contract to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Contract No. MIA-762B, Entitled Passenger Loading Bridges and Fixed Walkways, at Miami International Airport, dated as of the 17th day of September, 2002, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Contractor, accruing after June 30, 2005, under the same terms and conditions as contained in the Contract and all Contract Documents pertaining thereto.
3. The Contractor hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Contract with American Airlines, Inc. for the County.
4. The Contractor hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Contract and all Contract Documents pertaining thereto, accruing after June 30, 2005.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR (If Sole Proprietor or Partnership)

Contractor (if Corporation)

(Name)

BY: _____

Title: (Solo Proprietor or Partner)

WITNESS AS TO ABOVE SIGNATURE:

Thyssen Krupp Airport Systems, Inc.

BY: _____

Printed Name and Title

Attest _____

Secretary

(SEAL)

OWNER: American Airlines, Inc.

BY: _____
Scott Windham, Managing Director

ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and AVENTURA ENGINEERING & CONSTRUCTION, INC., hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the "Owner" and the "Contractor" have heretofore entered into Contract No. MIA-776N-6, Entitled AA Aircraft Maintenance Facility Tenant Relocation, At Miami International Airport, dated as of the 11th day of March, 2005, in the total sum of \$152,409.00, which said Contract, together with all Contract Documents relation thereto, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Contract Documents provide for the assignment of the Contract by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Contract to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Contract No. MIA-776N-6, Entitled AA Aircraft Maintenance Facility Tenant Relocation, At Miami International Airport, dated as of the 11th day of March, 2005, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Contractor, accruing after June 30, 2005, under the same terms and conditions as contained in the Contract and all Contract Documents pertaining thereto.
3. The Contractor hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Contract with American Airlines, Inc. for the County.
4. The Contractor hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Contract and all Contract Documents pertaining thereto, accruing after June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR (If Sole Proprietor or Partnership)

Contractor (if Corporation)

(Name)

BY: _____

Title: (Solo Proprietor or Partner)

WITNESS AS TO ABOVE SIGNATURE:

Aventura Engineering & Construction Corp.
(Name)

BY: Cary O. Lopez, Pres
Cary O. Lopez, President
Printed Name and Title

Attest [Signature]
Secretary

(SEAL)

OWNER: American Airlines, Inc.

BY: [Signature]
Scott Windham, Managing Director

ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: [Signature]
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

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ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and Allied Contractors, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the "Owner" and the "Contractor" have heretofore entered into Contract No.776C-6 & 776H, Entitled Decision One Offices Relocation/AA Passenger Service Offices Relocation, At Miami International Airport, dated as of the 13th day of June, 2005, in the total sum of \$228,502.00, which said Contract, together with all Contract Documents relation thereto, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Contract Documents provide for the assignment of the Contract by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Contract to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Contract No. MIA-776C-6 & 776H, Entitled Decision One Offices Relocation/AA Passenger Service Offices Relocation, At Miami International Airport, dated as of the 13th day of June, 2005, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Contractor, accruing after June 30, 2005, under the same terms and conditions as contained in the Contract and all Contract Documents pertaining thereto.
3. The Contractor hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Contract with American Airlines, Inc. for the County.
4. The Contractor hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Contract and all Contract Documents pertaining thereto, accruing after June 30, 2005.

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and JONES MCMULLEN ENGINEERING, INC., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the "Owner" and the "Consultant" have heretofore entered into an Assignment Agreement for Professional Services that were originally part of Professional Services Agreement No. B701-JME-01, Entitled "Program Management Support Services" as of the 6th day of March, 2000, and assigned to the "Owner" as Professional Services Agreement No. 913A, Entitled "Environmental Consulting Services" At Miami International Airport, by Assignment Agreement dated as of the 1st day of October, 2000, which said Agreement, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Professional Services Agreement provides for the assignment of the Professional Services Agreement by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Professional Services Agreement to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Professional Services Agreement No. B701-JME-01, Entitled "Program Management Support Services" as of the 6th day of March, 2000, and assigned to the "Owner" as Professional Services Agreement No. 913A, Entitled "Environmental Consulting Services" At Miami International Airport, by Assignment Agreement dated as of the 1st day of October, 2000, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Consultant, accruing after June 30, 2005, under the same terms and conditions as contained in the Professional Services Agreement.
3. The Consultant hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Professional Services Agreement with American Airlines, Inc. for the County.
4. The Consultant hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Professional Services Agreement, accruing after June 30, 2005.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONSULTANT (If Sole Proprietor or Partnership)

Consultant (if Corporation)

(Name)

BY: _____

Title: (Sole Proprietor or Partner)

Jones McMullen Engineering, Inc.

BY: Catherine McMullen
Catherine McMullen, President

Attest: Catherine McMullen
Secretary

WITNESS AS TO ABOVE SIGNATURE:

(SEAL)

OWNER: **American Airlines, Inc.**

BY: Scott Windham
Scott Windham, Managing Director

ACCEPTED:
**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA**

BY: [Signature]
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and NOVA CONSULTING, INC., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the "Owner" and the "Consultant" have heretofore entered into an Assignment Agreement for Professional Services that were originally part of Professional Services Agreement No. MIA701NOVA01, Entitled "Program Management Support Services" as of the 20th day of April, 2000, and assigned to the "Owner" as Professional Services Agreement No. 915A, Entitled "Environmental Consulting Services" At Miami International Airport, by Assignment Agreement dated as of the 1st day of October, 2000, which said Agreement, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Professional Services Agreement provides for the assignment of the Professional Services Agreement by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Professional Services Agreement to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Professional Services Agreement No. MIA701NOVA01, Entitled "Program Management Support Services" as of the 20th day of April, 2000, and assigned to the "Owner" as Professional Services Agreement No. 915A, Entitled "Environmental Consulting Services" At Miami International Airport, by Assignment Agreement dated as of the 1st day of October, 2000, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Consultant, accruing after June 30, 2005, under the same terms and conditions as contained in the Professional Services Agreement.
3. The Consultant hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Professional Services Agreement with American Airlines, Inc. for the County.
4. The Consultant hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Professional Services Agreement, accruing after June 30, 2005.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONSULTANT (If Sole Proprietor or Partnership)

Consultant (if Corporation)

(Name)

BY: _____

Title: (Sole Proprietor or Partner)

WITNESS AS TO ABOVE SIGNATURE:

Nova Consulting, Inc.

BY: Maria J. Molina
Maria Molina, President

Attest: Maria J. Molina
Secretary

(SEAL)

OWNER: **American Airlines, Inc.**

BY: Scott Windham
Scott Windham, Managing Director

ACCEPTED:
**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA**

BY: [Signature]
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

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ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2005, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and JULIANA ENTERPRISES INC. D/B/A POWER PRO, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the "Owner" and the "Contractor" have heretofore entered into Contract No. MIA 737H-1, Entitled WEST ADMIRAL'S CLUB At Miami International Airport, dated as of the 20th day of May, 2005, in the total sum of \$389,940, which said Contract, together with all Contract Documents relation thereto, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Contract Documents provide for the assignment of the Contract by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Contract to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Contract No. MIA-737H-1, Entitled WEST ADMIRAL'S CLUB, At Miami International Airport, dated as of the 20th day of May, 2005, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Contractor, accruing after June 30, 2005, under the same terms and conditions as contained in the Contract and all Contract Documents pertaining thereto.
3. The Contractor hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Contract with American Airlines, Inc. for the County.
4. The Contractor hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Contract and all Contract Documents pertaining thereto, accruing after June 30, 2005.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR (If Sole Proprietor or Partnership)

Contractor (if Corporation)

(Name)

Juliana Enterprises, Inc.
DBA Power Pro.
(Name)

BY: _____

BY: F. B. Berhane
F. Bennett Berhane - President
Printed Name and Title

Title: (Solo Proprietor or Partner)

Attest Christina Coussa
Secretary

WITNESS AS TO ABOVE SIGNATURE:

(SEAL)

OWNER: American Airlines, Inc.

BY: Scott Winham
Scott Winham, Managing Director

ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: [Signature]
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2005, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and NKI INC., hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the "Owner" and the "Contractor" have heretofore entered into Contract No. MIA-746A, Entitled B-C INFILL INTERIOR FINISH OUT MILLWORK, At Miami International Airport, dated as of the 1st day of October, 2003, in the total sum of \$716,439, which said Contract, together with all Contract Documents relation thereto, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Contract Documents provide for the assignment of the Contract by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Contract to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Contract No. MIA-746A, Entitled B-C INFILL INTERIOR FINISH OUT MILLWORK, At Miami International Airport, dated as of the 1st day of October, 2003, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Contractor, accruing after June 30, 2005, under the same terms and conditions as contained in the Contract and all Contract Documents pertaining thereto.
3. The Contractor hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Contract with American Airlines, Inc. for the County.
4. The Contractor hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Contract and all Contract Documents pertaining thereto, accruing after June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR (If Sole Proprietor or Partnership)

Contractor (if Corporation)

(Name)

BY: _____

Title: (Solo Proprietor or Partner)

NK7 Inc.
(Name)

BY: Valerie C. Ribano

Valerie C. Ribano - Sr. Project
Printed Name and Title Mgr

Attest: [Signature]
Secretary

WITNESS AS TO ABOVE SIGNATURE:

(SEAL)

OWNER: American Airlines, Inc.

BY: [Signature]
Scott Windham, Managing Director

ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: [Signature]
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2005, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and MARCONI COMMUNICATIONS, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the "Owner" and the "Contractor" have heretofore entered into Contract No. MIA-778A-1, Entitled MARCONI CCTV PROGRAMMING, At Miami International Airport, dated as of the 17th day of May, 2005, in the total sum of \$24,200, which said Contract, together with all Contract Documents relation thereto, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Contract Documents provide for the assignment of the Contract by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Contract to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Contract No. MIA-778A-1, Entitled MARCONI CCTV PROGRAMMING, At Miami International Airport, dated as of the 17th day of May, 2005, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Contractor, accruing after June 30, 2005, under the same terms and conditions as contained in the Contract and all Contract Documents pertaining thereto.
3. The Contractor hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Contract with American Airlines, Inc. for the County.
4. The Contractor hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Contract and all Contract Documents pertaining thereto, accruing after June 30, 2005.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONTRACTOR (If Sole Proprietor or Partnership)

Contractor (if Corporation)

(Name)

BY: _____

Title: (Solo Proprietor or Partner)

Marconi Communications, Inc.
(Name)

BY: Joseph Ferrara

JOSEPH FERRARA, CEO NORTH AMERICA
Printed Name and Title

Attest: James McInerney
Secretary

WITNESS AS TO ABOVE SIGNATURE:

(SEAL)

OWNER: American Airlines, Inc.

BY: Scott Windham
Scott Windham, Managing Director

ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: [Signature]
County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and among AMERICAN AIRLINES, INC. hereinafter referred to as the "Owner", the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the "County", and Zyscovich, Inc., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the "Owner" and the "Consultant" have heretofore entered into Professional Services Agreement No. MIA-761A, Entitled Regional Commuter Facility and EBS Building, At Miami International Airport, dated as of the 8th day of November, 2002, in the total sum of \$3,645,000, which said Professional Services Agreement, is attached hereto and made a part of this Assignment Agreement; and

WHEREAS, The Professional Services Agreement provides for the assignment of the Professional Services Agreement by the Owner to Miami Dade County, when so requested by Miami-Dade County; and

WHEREAS, the County has requested the Owner to assign the Professional Services Agreement to the County.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. American Airlines, Inc. hereby assigns Professional Services Agreement No. MIA-761A, Entitled Regional Commuter Facility and EBS Building, At Miami International Airport, dated as of the 8th day of November, 2002, to the County.
2. The County hereby accepts the said assignment, and hereby assumes all obligations and liabilities, of the Owner to the Consultant, accruing after June 30, 2005, under the same terms and conditions as contained in the Professional Services Agreement.
3. The Consultant hereby consents to the said assignment and hereby binds himself to the County, and warrants to perform all of the terms and conditions contained in the said Professional Services Agreement with American Airlines, Inc. for the County.
4. The Consultant hereby agrees to look only to the County, and not to the Owner, for satisfaction of all obligations and liabilities of the Owner under said Professional Services Agreement, accruing after June 30, 2005.

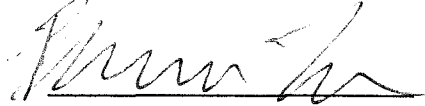
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their appropriate officials as of the date first above written.

CONSULTANT (If Sole Proprietor or Partnership)

Consultant (if Corporation)

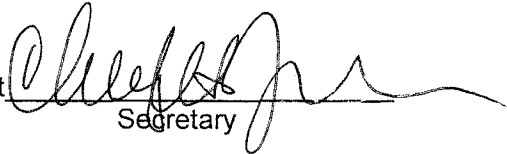
(Name)



BY: _____

BY: BERNARD ZISLOVICH, PRESIDENT


Title: (Solo Proprietor or Partner)

Attest 
Secretary

WITNESS AS TO ABOVE SIGNATURE:

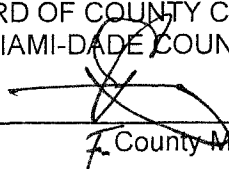
(SEAL)

OWNER: American Airlines, Inc.

BY: 

Scott Windham, Managing Director

ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

BY: 

County Manager

(COUNTY SEAL)

ATTEST: Clerk

BY: _____
Deputy Clerk